NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR MLL HE THE FOCEOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS FOUR SOCIAL SECURITY NUMBER OR D205236687 DRIVER'S LICENSE NUMBER Fee: \$ 20.00

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XTO REV PROD 88 (7-69) PAID UP (04/17/07)8 Submitter: SIMPLIFILE 2 Pades

Suzanne Henderson AND MINERAL LEASE

THIS AGREEMENT made this 5th day of June, 2009, between Good Samaritan Mission Service, Inc., Lessor (whether one or more), whose address is: 8323 W Sand Lake Rd., Orlando, FL 32819, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee,

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

75 acres of land, more or less, out of the G. W. Couch Survey, A-278, Tarrant County, Texas being the same land described in that deed dated October 4, 1947, from Edith Mae Duty and husband, Curtis J. Duty; Howard William Davidson and wife, Theresa Davidson; Sidney Alfred Davidson, Jr. and wife, Doris Davidson; and Vera Davidson, a widow, as Grantors to Sinclair Refining Company, as Grantee recorded in Volume 1944, Page 467, of the Deed Records, Tarrant County, Texas.

The create of land, more or less, out of the G. W. Ocuch Survey, A 27s, Turant County, Texas being the same land described in that deed dated Direction, Ar. and wise. Danis Directions and vice the county of the c

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and my such change in ownership occurs by reason of the death of the owner. Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9 In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has a branched this contract. Lessee shall then have sixty (60) days after receipt of said notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessor on Said notice shall be programmental to be obligations hereunder. If this lease is canceled for any cause, it shall nevertheles

as are indexestly to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any montgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the rights of the holder thereof and to deduct amounts so paid from revalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11 If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor agrees tha

deemed the same as the drilling of a new well.

13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operation under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

except as expressly stated.

15. It is hereby agreed and understood that there shall be no drilling activities on the surface of the leased premises without the prior written permission from the surface owner of the applicable portion of the leased premises. Notwithstanding the foregoing, this waiver of surface shall not be construed as a waiver of the rights of Lessee to utilize the subsurface of the leased premises under this lease, and Lessee shall have the right to exploit, explore for, develop and produce oif, gas and other covered minerals under this lease from wells from surface locations off the leased premises, including, but not limited to, directional or horizontal drilling activity which comes under the surface of the leased premises. This drilling surface waiver does not apply to any surface rights associated with instruments other than this lease.

this lease.
IN WITNESS WHEREOF, this instrument is executed on the date first above written

Samaritan Mission Services Stuart Brannon EVP. (ACKNOWLEDGMENT FOR CORPORATION) COUNTY OF OLANGE This instrument was acknowledged before me on the 5 day of 440 on behalf of self-on corporation. on behalf of said corporation. Public

My commission expires:

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